

# EXHIBIT A

# TERMS OF USE

You can see our previous Terms of Use [here](#)

Effective date: 2 December, 2022

Welcome to Prisma Labs, Inc. ("**Company**", "**we**", "**us**" or "**our**"), a mobile technology company specializing in deep learning-related products. Our goal is to move forward mobile photography creation to the next level using neural networks, deep learning and computer vision technics. We aim to create new ways for people to express their emotions through the camera.

These Terms of Use (these "**Terms**") apply to all users and others ("**Users**", "**you**", as applicable) who download, install, register with, access or use ("**Use**", "**Using**") our mobile application Lensa: Photo Editor ("**Lensa**" or "**application**"), website.

These Terms are a binding contract between you and us. By accepting these Terms through Using Lensa, you are accepting and agreeing to these Terms on behalf of yourself or the entity that you represent in connection with the Use of Lensa. If you are Using Lensa on behalf of another person or entity, you represent that you are authorized to accept these Terms on that person's or entity's behalf and that such person or entity agrees to be responsible to us if you or the other person or entity violates these Terms.

**By Using Lensa, you agree to these Terms. If you do not agree to these Terms, including the mandatory arbitration provision and class action waiver in Section 15 (Dispute Resolution; Binding Arbitration), do not Use Lensa. Your continued Use of Lensa will confirm your acceptance of these Terms.**

**BY USING THE APPLICATION, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THE TERMS, OR, IF YOU ARE NOT, THAT YOU HAVE OBTAINED PARENTAL OR GUARDIAN CONSENT TO ENTER INTO THE TERMS.**

## SUMMARY OF THESE TERMS

- Lensa uses artificial intelligence (AI) algorithms, so that you can edit your photos and videos and create your own Magic Avatars.
- Your photos and videos remain your photos and videos, and we claim no right in them. However, in order to let you edit your photos and videos or share your creations via social networks, we need your legal permission (called "license") to use your photos and videos.
- When you use Magic Avatars feature, you consent that we can use your photos to teach our neural network algorithms but the photos will be deleted after Avatars are generated by AI.
- We do our best to moderate the settings of the AI model, however, it is still possible that you may encounter content that you may see as inappropriate for you. Please contact us at [contact@lensa-ai.com](mailto:contact@lensa-ai.com) if you find any of the content to be offensive or inappropriate to you, we will promptly take the action and it will help us to train the algorithm better.
- We do our best to deliver the product you will enjoy, and we expect and appreciate you observing the rules of Lensa Use listed in Section 6 of these Terms.

If you have any questions about these Terms or Lensa, please contact us (for contact information, please, see How to Contact Us Section).

# 1. DESCRIPTION OF SERVICES

Lensa is an application based software that uses artificial intelligence algorithms to edit, modify and transform your photos and videos. The application allows you to (a) upload photos and videos onto application; (b) edit and modify uploaded photos and videos. Any photos or videos you submit through Lensa are governed by [Privacy Policy](#).

From time to time and without prior notice to you, we may change, expand, and improve the application. We may also, at any time, cease to continue operating part or all of the application or selectively disable certain features of the application. Your use of the application does not entitle you to the continued provision or availability of the application. Any modification or elimination of Lensa or any particular features will be done on our sole discretion.

## 2. ELIGIBILITY

**General age limitation.** You must be at least 13 years of age to Use Lensa. If you are under 18 years of age (or the age of legal majority where you live), you may only Use Lensa under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian of a User under the age of 18 (or the age of legal majority), you agree to be fully responsible for the acts or omissions of such User in connection with Lensa.

**Age limitation for the European Economic Area (“EEA”) residents.** Due to requirements of the General Data Protection Regulation (“GDPR”) you shall be at least 16 years old in order to Use Lensa. To the extent prohibited by applicable law, we do not allow Use of Lensa by the EEA residents younger than 16 years old. If you are aware of anyone younger than 16 using Lensa, please contact us at [contact@lensa-ai.com](mailto:contact@lensa-ai.com) (for additional contact information, please, see Section 22 of these Terms “How to Contact Us”) and we will take reasonable steps to preclude such person from Lensa Use.

**Age limitation for the use of Magic Avatars feature.** Due to unexpected results of the Magic Avatars feature, you should be at least of the age of the legal majority, as applicable to you. If you know anyone using the feature under the age of legal majority, please let us know promptly about it by contacting us at [contact@lensa-ai.com](mailto:contact@lensa-ai.com) (for additional details, please, see Section 22 of these Terms “How to Contact Us”).

You represent and warrant that you have the full power and authority to enter into this agreement and that in doing so you will not violate any other agreement to which you are a party and that you have not been previously suspended or removed from Using Lensa. You further agree to Use Lensa in compliance with all applicable laws and to provide only true and accurate information to us. Lensa is not available to any Users previously prohibited from Using it.

## 3. USER ACCOUNTS AND ACCOUNT SECURITY

Certain Lensa features or functionalities, that we may establish and maintain from time to time and in our sole discretion, may require you to register an account with us (“Account”). By creating an Account, you agree to: (i) provide accurate, current, and complete information for your Account, (ii) maintain and promptly update, as necessary, your Account information, (iii) maintain the security of your Account login information, (iv) be responsible for all activity that occurs via your account even if that activity is not by you or is without your knowledge or consent, and (v) immediately notify us if you discover or otherwise suspect any security breaches related to your Account. You are entirely responsible for maintaining the confidentiality, security and control of your Account login information and for all activities that occur in your Account. We are not liable for any loss or damage arising from your failure to comply with the above requirements.

You may register your Account using a valid account on the app store or marketplace from which you downloaded Lensa (e.g. Apple App Store, Google Play, etc.) (each such account, a **“Third-Party Account”**). By using Third-Party Account to register your Account, you are allowing Lensa to access your Third-Party Account as permitted under the applicable terms and conditions that govern your and/or use of such Third-Party Account. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS.

## 4. PRIVACY

Please refer to our [Privacy Policy](#) for information about how we collect, use and disclose information about you when you Use Lensa. Transfer and storage of information about you, whilst you Use Lensa, is governed by our Privacy Policy. You acknowledge and agree that your Use of Lensa is subject to our Privacy Policy.

## 5. USER CONTENT

Lensa may allow you to upload, edit, create, store and share content, including photos and videos (**“User Content”**). We do not claim ownership over your User Content. However, in order to provide you with the services (e.g., to make our services accessible to you), we seek a legal permission from you to use your User Content. You give us such a permission by means of a Company License, as defined below.

Solely for the purposes of operating or improving Lensa, you grant us a perpetual, irrevocable, nonexclusive, royalty-free, worldwide, fully-paid, transferable, sub-licensable license to use, reproduce, modify, distribute, create derivative works of your User Content, without any additional compensation to you and always subject to your additional explicit consent for such use where required by applicable law and as stated in our [Privacy Policy](#) (the “Company License”). The Company License is for the limited purpose of operating Lensa and improving our existing and new products, including but not limited to training Lensa’s AI within your Use of Magic Avatars feature of the application or if otherwise implied by the Using of Lensa and its services, unless you have provided us your additional explicit consent for the different purpose where required by applicable law. The Company License terminates when you delete the User Content from Lensa’s library or by terminating your account.

By posting User Content publicly including, but not limited, to tagging Lensa or Company on social media (through direct mentioning or via a hashtag), you grant to the Company a worldwide, non-exclusive, royalty-free, sublicensable, revocable and transferable license to use that User Content, and namely reproduce, distribute, modify, create derivative works, publicly display and publicly perform or otherwise use that respective User Content or any of its part, for the purpose of promoting and advertising Lensa and the Company’s services (“marketing license”). You may revoke this marketing license anytime by contacting us at [contact@lensa-ai.com].

You acknowledge and agree that our use of your User Content will not result in any injury to you or to any person you authorized to act on your behalf.

You represent and warrant that: (i) you own the User Content edited and adjusted by you on or through Lensa or otherwise have the right to grant the rights and licenses set forth in these Terms; (ii) you agree to pay for all royalties, fees, and any other monies owed by reason of the User Content you intend to edit and adjust on or through Lensa and approve to us that any usage of third-party User Content is otherwise cleared by you with the respective rightholder; and (iii) you have the legal right and capacity to enter into these Terms in your jurisdiction.

You must not upload, edit, create, store or share any User Content that violates these Terms or to which you do not have all the rights necessary to grant us the Company License described above. You, furthermore, agree to indemnify, defend and hold Lensa harmless for any unauthorized use of third-party User Content you might commit (both intentionally or unintentionally) in accordance with Section 11 “Indemnification” of these Terms.

You acknowledge that Lensa is supported by advertising revenue and may display advertisements and promotions, and you hereby agree that we may place such advertisements and promotions on Lensa or in conjunction with your User Content. The manner, mode and extent of such advertisements and promotions are subject to change without specific notice to you. We will not be liable to you for any modification, suspension or discontinuation of Lensa, or the loss of any User Content, if this loss occurs outside of our control (e.g., due to a security breach). However, we hereby commit to informing you of such security incident in accordance with our [Privacy Policy](#) (and its Section 8 "Data Security").

## 6. PROHIBITED CONDUCT AND CONTENT

You will not violate any applicable contract, intellectual property law, any other applicable law or other third-party rights (including the Company rights) or commit a tort, and you are solely responsible for your conduct while Using Lensa. You represent, warrant and agree that you will not Use Lensa by uploading the User Content or otherwise (all of the following conduct includes any attempts to perform any of the following):

- To engage in any harmful, fraudulent, deceptive, harassing, threatening, intimidating, predatory, defamatory, obscene, stalking or otherwise objectionable conduct.
- For any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms.
- In any manner that could interfere with, disrupt, negatively affect or inhibit other Users from fully enjoying Lensa or that could damage, disable, overburden or impair the functioning of Lensa in any manner.
- To decipher, decompile, disassemble or reverse engineer any aspect of Lensa (such as the source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas or algorithms), do anything that might discover the source code, bypass or circumvent measures employed to prevent or limit your access to any part of Lensa.
- To circumvent any content-filtering techniques we employ or to access any feature or area of Lensa that you are not authorized to access.
- To develop or to use any third-party applications that interact with Lensa without our prior written consent, including any scripts designed to scrape or extract data from Lensa.
- To display, mirror or frame Lensa, or any individual element within Lensa, the Company's name, any Company trademark, logo or other proprietary information without our express written consent.
- To use any meta tags or other hidden text or metadata utilizing the Company's trademark, logo URL, product or services name without our express written consent.
- To gain unauthorized access to, interfere with, damage, or disrupt any server, computer or database connected to Lensa.
- To copy, modify, host, stream, sublicense, or resell Lensa.
- For any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.
- To place an advertisement of any products or services in Lensa except with our prior written approval. ¶
- To violate any applicable law or regulation.
- To encourage, assist or enable any other party to do any of the foregoing.

You may only share the User Content that is non-confidential and you have all necessary rights to disclose. You may not upload, edit, create, store or share any User Content that:

- Is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent.
- Would constitute, encourage or provide instructions for a criminal offense, violate the rights of any person or otherwise create liability or violate any local, state, national or international law.
- May infringe, misappropriate or violate any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any person.
- Contains any private or personal information of any person without such person's consent.
- Sexualizes minors or that is intended to facilitate inappropriate interactions with minors, other users or the public.
- Contains any viruses, corrupted data or other harmful, disruptive or destructive files or content.
- Is, in our sole judgment, objectionable or that restricts or inhibits any other person from Using or enjoying Lensa, or that may expose us or others to any harm or liability of any type.

Due to the fact that we use Stable Diffusion AI technology in Lensa for creation of the so-called Magic Avatars, you additionally represent, warrant and agree that you will not Use Lensa feature with Stable Diffusion AI technology and (or) Stable Diffusion AI technology (Copyright (c) 2022 Robin Rombach and Patrick Esser and contributors) in the following ways, which are explicitly prohibited under the Stable Diffusion AI technology license (Attachment A), and, in particular:

- In any way that violates any applicable national, federal, state, local or international law or regulation;
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way;
- To generate or disseminate verifiably false information and/or content with the purpose of harming others;
- To generate or disseminate personal identifiable information that can be used to harm an individual;
- To defame, disparage or otherwise harass others;
- For fully automated decision making that adversely impacts an individual's legal rights or otherwise creates or modifies a binding, enforceable obligation;
- For any use intended to or which has the effect of discriminating against or harming individuals or groups based on online or offline social behavior or known or predicted personal or personality characteristics;
- To exploit any of the vulnerabilities of a specific group of persons based on their age, social, physical or mental characteristics, in order to materially distort the behavior of a person pertaining to that group in a manner that causes or is likely to cause that person or another person physical or psychological harm;
- For any use intended to or which has the effect of discriminating against individuals or groups based on legally protected characteristics or categories;
- To provide medical advice and medical results interpretation;
- To generate or disseminate information for the purpose to be used for administration of justice, law enforcement, immigration or asylum processes, such as predicting an individual will commit fraud/crime

commitment (e.g. by text profiling, drawing causal relationships between assertions made in documents, indiscriminate and arbitrarily-targeted use).

You, furthermore, agree to abide by the Stable Diffusion AI technology license, incorporated herein by reference, including its Attachment A.

We have the right to monitor your Use of Lensa to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We have the right to investigate violations of these Terms or conduct that affects Lensa. We may also consult and cooperate with law enforcement authorities to prosecute Users who violate the applicable law.

We reserve the right to, in our discretion and at any time suspend or discontinue Lensa, introduce new features or impose limitations on certain features, or restrict access to Lensa.

## 7. LIMITED LICENSE; COPYRIGHT AND TRADEMARK

Lensa and the text, graphics, images, photographs, videos, audio, music (including but not limited to the Music Content (as defined below)), illustrations, trademarks, trade names, page headers, button and application icons, scripts, service marks, logos, slogans, filters, tools, user generated tools and other content contained therein (collectively, "**Lensa Content**") (and intellectual property rights in or to the preceding items) are owned by us or licensed to us and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, we and our licensors, as applicable, reserve all rights, title and interests (including without limitation all intellectual rights) in and to Lensa and the Lensa Content. Your use of the Lensa Content shall be always subject to these Terms and, if applicable, additional terms and conditions that we may communicate to you from time to time, such as terms and conditions from our licensors (such additional terms, "Supplemental Terms"). Such Supplemental Terms are hereby incorporated into these Terms by reference. To the extent of any conflict or inconsistency between these Terms and Supplemental Terms the latter shall govern. You are hereby granted a limited, nonexclusive, nontransferable, nonsublicensable, revocable license to Use Lensa and the Lensa Content for your own personal use ("**User License**"); however, such User License is subject to these Terms and (if applicable) the Supplemental Terms and does not include any right to: (i) sell, resell or commercially use Lensa or the Lensa Content; (ii) copy, reproduce, distribute, publicly perform or publicly display the Lensa Content, except as expressly permitted by us or our licensors; (iii) modify the Lensa Content, remove any proprietary rights notices or markings, or otherwise make any derivative uses of Lensa or the Lensa Content, except as expressly set forth in these Terms and the Supplemental Terms; (iv) use any data mining, robots or similar data gathering or extraction methods; or (v) Use Lensa or the Lensa Content other than as expressly provided in these Terms and the Supplemental Terms. Any Use of Lensa or the Lensa Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the User License granted under these Terms and (if applicable) the Supplemental Terms. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Lensa Content.

We may offer you a library of audio and music content provided by [JAMENDO S.A.](#) on Lensa (collectively, "**Music Content**"). The Music Content available on Lensa may be used only in the context and as part of other User Content that is being edited via Lensa, so long as such editing is performed via Lensa and permitted by the Supplemental Terms. We do not warrant the accuracy or completeness of any information (such as metadata) we provide to you with respect to the Music Content. You shall be solely responsible and liable for determining whether releases are required in connection with any proposed use of the Music Content and you shall be solely responsible and liable for obtaining all necessary releases. We do not grant any right, nor do we make any warranty, with regard to the use of the Music Content.

## 8. IN-APP PURCHASES AND SUBSCRIPTIONS



**Some functionalities and features of the application are free of charge.** We also offer subscription plans that provide access to enhanced services and additional features for a fee ("Purchased Content").

You may only use the Purchased Content if you are over 18 years old (or of age of legal majority where you live, if different), and only on a limited, personal, non-transferable, non-sublicensable and revocable basis for non-commercial use only.

You may purchase a Purchased Content through a third party, such as the iOS App Store or Google Play. If you purchase a Purchased Content from a third party, separate terms and conditions with such third party in addition to these terms may apply to your access to the Lensa.

Your payment to the third party through which you purchased the Purchased Content will automatically renew and continue until terminated. You must cancel your subscription before it renews in order to avoid paying the subscription fees for the next billing period. We reserve the right to modify, terminate, or otherwise amend the subscription plans we offer from time to time.

Please contact the third party (Apple App Store or Google Play) regarding any refunds or to manage your Purchased Content.

We are unable to view, access, or modify any financial transactions from Apple (as defined below) or Google LLC in-app subscriptions for security and privacy reasons. Instead, we would ask that you reach out to the appropriate support team of Apple or Google LLC in relation to your subscription to request any refunds.

You can cancel your Purchased Content by signing in to your account and following the instructions for canceling your subscription.

If made via a Google in-app subscription or purchase learn more about refunds from Google Play [here](#).

You can request a refund for an Apple in-app subscription or purchase by following the guidance [here](#).

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN AND SUBJECT TO MANDATORY LEGISLATION, YOU ACKNOWLEDGE THAT WE ARE NOT REQUIRED TO PROVIDE A REFUND FOR THE PURCHASED CONTENT FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR THE UNUSED PURCHASED CONTENT, WHETHER YOUR LOSS WAS VOLUNTARY OR INVOLUNTARY.

## 9. COPYRIGHT INFRINGEMENT

It is our policy to respect the legitimate rights of copyright owners, and we will respond to notices of alleged copyright infringement that comply with applicable law. If you believe that any text, graphics, photos, audio, music, videos or other materials or works, including any User Content, uploaded, downloaded or appearing on Lensa have been copied in a way that constitutes copyright infringement, you may request removal of that User Content (or access to it) from Lensa by submitting a written notification to our copyright agent designated below. In accordance with the Digital Millennium Copyright Act (17 U.S.C. § 512) ("**DMCA**"), such written notice ("**DMCA Notice**") must include substantially the following:

- Your physical or electronic signature as the copyright owner, or as a person authorized to act on behalf of the owner of an exclusive right that has allegedly been infringed.
- Identification of the copyrighted work claimed to have been infringed or, if the claim involves multiple works (User Content) presented on Lensa, a representative list of such works.
- Identification of the User Content that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us



to locate that User Content on Lensa (including the provision of links thereto).

- Information reasonably sufficient to permit us to contact you, such as your name and email address, postal address, and telephone number.
- A statement that you have a good faith belief that use of the work in the manner complained of is not authorized by you as the copyright owner, its agent, or the law.
- A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our designated Copyright Agent to receive the DMCA Notices is:

Copyright Agent	Andrey Usoltsev
Address:	440 N Wolfe Rd Sunnyvale, CA 94085 Suite #: D2028
Telephone Number:	+1 (650) 215-8003
E-Mail Address:	<a href="mailto:da@prisma-ai.com">da@prisma-ai.com</a>

If you fail to comply with any of the above requirements to the DMCA Notice, your DMCA Notice may not be effective and, therefore, will be disregarded and not enforced by us. This does not preclude you from sending a follow-up DMCA notice on the same.

Please be aware that if you knowingly materially misrepresent that any material, including User Content, or activity within Lensa is infringing your copyright or the copyright of a person that you know, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

If we become aware that any of our Users have repeatedly infringed copyrights, we will take reasonable steps to disable access to Lensa for such Users.

## 10. FEEDBACK

We welcome any your feedback, questions, comments, suggestions, ideas, original or creative materials or other information you submit about us or Lensa (collectively, "Feedback"). You can submit Feedback by using "Send Feedback" button in Lensa settings (or by contacting us at [fb@lensa-ai.com](mailto:fb@lensa-ai.com) or otherwise, for additional contact details, please, see Section 22 of these Terms "How to Contact Us") or via reviews in Apple App Store or Google Play. Your Feedback is non-confidential and will become our sole property once submitted to us. We will own exclusive rights, including, without limitation, all intellectual property rights, in and to your Feedback and will be entitled to the unrestricted use and dissemination of your Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. Notwithstanding the aforementioned, you have the right to amend and supplement your Feedback to us, which will be taken by us into account to provide accurate information to other users about Lensa's user experience.

## 11. INDEMNIFICATION

To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless us and each of our respective officers, directors, agents, partners and employees (individually and collectively, "**Company Parties**") from and against any loss, liability, claim, demand, damages, expenses or costs ("**Claims**") arising out of or related

to (i) your Use of Lensa; (ii) your User Content or Feedback; (iii) your violation of these Terms; (iv) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); and (v) your conduct in connection with Lensa. You agree to promptly notify the Company Parties of any third party Claims, cooperate with the Company Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). You also agree that the Company Parties will have control of the defense or settlement of any third party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and us or the other Company Parties.

## 12. DISCLAIMERS

We do not control, endorse or take responsibility for any User Content (and its loss) or third-party content available on or linked to Lensa. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites or resources.

Your Use of Lensa is at your sole risk. Lensa is provided "as is" and "as available" without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, we do not represent or warrant that Lensa is accurate, complete, reliable, current or error-free. While we attempt to make your access to and Use of Lensa safe, we cannot and do not represent or warrant that Lensa is free of viruses or other harmful components. You assume the entire risk as to the quality and performance of Lensa.

Magic Avatars feature in Lensa uses external technology Stable Diffusion AI. Due to this, we cannot fully control the results generated by the Magic Avatars feature ("Avatars"), and therefore these Avatars in no way represent our official policy or position on religion, ethnic group, club, organization, company, individual, or anyone or anything. We make reasonable efforts to moderate the Magic Avatars feature by configuring the AI setting, which, in any case, are only those that are accessible to us. We do not and cannot moderate the User Content. By agreeing to the Terms and/or purchasing a subscription, you agree to the above disclaimer and waive any claims against us due to the generated Avatars. In case you find the Avatar offensive or otherwise unacceptable, please let us know by reaching out to us at [contact@lensa-ai.com](mailto:contact@lensa-ai.com) (for additional contact information, please, see Section 22 of these Terms "How to Contact Us").

## 13. LIMITATION OF LIABILITY

The Company and the other Company Parties will not be liable to you under any theory of liability — whether based in contract, tort, negligence, strict liability, warranty, or otherwise — for any indirect, consequential, exemplary, incidental, punitive or special damages or lost profits, even if you have been advised of the possibility of such damages.

The total liability of the Company and the other Company Parties, for any claim arising out of or relating to these Terms or Lensa, regardless of the form of the action, is limited to the amount paid, if any, by you to Use Lensa. In no event will the Company's total liability arising out of or in connection with these Terms or from the Use of or inability to Use Lensa exceed the amounts you have paid to Use Lensa or ten (\$10) U.S. dollars, if you have not had any payment obligations to the Company, as applicable. The exclusion and limitations of damages set forth above are fundamental elements of the basis of the bargain between the Company and you.

The limitations set forth in this Section will not limit or exclude liability for fraud or intentional misconduct of the Company or the other Company Parties or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

## 14. RELEASE

To the fullest extent permitted by applicable law, you release the Company and the other Company Parties from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between the Users and the acts or omissions of third parties. **You expressly waive any rights you may have under California Civil Code § 1542 as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

## 15. DISPUTE RESOLUTION; BINDING ARBITRATION

**Please read the following Section carefully because it requires you to arbitrate certain disputes and claims with the Company and limits the manner in which you can seek relief from us.**

Except for small claims disputes in which you or the Company seek to bring an individual action in small claims court located in the county of your billing address or disputes in which you or the Company seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and the Company waive your rights to a jury trial and to have any dispute arising out of or related to these Terms or Lensa resolved in court. Instead, all disputes arising out of or relating to these Terms or Lensa will be resolved through confidential binding arbitration held in Santa Clara County, California in accordance with the Streamlined Arbitration Rules and Procedures ("**Rules**") of the Judicial Arbitration and Mediation Services ("**JAMS**"), which are available on the JAMS website and hereby incorporated by reference. You either acknowledge and agree that you have read and understand the rules of JAMS or waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

**ANY ARBITRATION UNDER THESE TERMS BY EITHER YOU OR US WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, REPRESENTATIVE ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. YOU WAIVE ANY RIGHT TO HAVE YOUR CASE DECIDED BY A JURY AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST US.**

You and the Company agree that these Terms affect interstate commerce and that the enforceability of this Section 15 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. ("**FAA**"), to the maximum extent permitted by applicable law. As limited by the FAA, these Terms and the Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual. You and the Company agree that for any arbitration you initiate, you will pay the filing fee and the Company will pay the remaining JAMS fees and costs. For any arbitration initiated by the Company, the Company will pay all JAMS fees and costs. You and the Company agree that the state or federal courts of the State of California and the United States sitting in Santa Clara County, California have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

**ANY CLAIM ARISING OUT OF OR RELATED TO THESE TERMS OR LENZA MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, THE CLAIM IS PERMANENTLY BARRED, WHICH MEANS THAT YOU AND THE COMPANY WILL NOT HAVE THE RIGHT TO ASSERT THE CLAIM.**

You have the right to opt out of binding arbitration within 30 days of the date you first accepted the terms of this Section 15 by notifying the Company in writing. The notification must be sent to:

Prisma Labs, Inc.

Re: Arbitration Opt-out

Suite D2028

440 N Wolfe Rd

Sunnyvale, CA 94085

[contact@lensa-ai.com](mailto:contact@lensa-ai.com)

In order to be effective, the opt-out notice must include your full name and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve Disputes in accordance with Section 16.

## 16. GOVERNING LAW AND VENUE

These Terms and your Use of Lensa will be governed by, construed and enforced in accordance with the laws of California, without regard to conflict of law rules or principles (whether of California or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. However, some countries (including those in the European Union) have laws that require agreements to be governed by the local laws of the user's country. This paragraph doesn't override those laws.

Any dispute between you and the Company that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts of California and the United States, respectively, sitting in Santa Clara County, California.

## 17. CHANGES TO THESE TERMS

We may make changes to these Terms from time to time. If we make changes, we will post the amended Terms and update the "Effective date" above. In case we make substantial changes to the Terms, we will always notify you via in-app consent, email, or any other means of communication we may deem fit. If you do not agree to the amended terms, you must stop Using Lensa. Your continued Use of Lensa after we provide the notice will imply your acceptance of those changes.

## 18. ELECTRONIC COMMUNICATIONS

By Using Lensa, you also agree to receive electronic communications from us, including via email, push notifications and by posting notices on Lensa. The communications between you and us may take place via electronic means, whether you Use Lensa or send us emails, or whether we post notices on Lensa or communicate with you via email. These communications may include notices about Lensa and the Purchased Content and are part of your relationship with us. For contractual purposes, you: (i) consent to receive communications from us in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights. Communications from us and our affiliated companies may include but are not limited to: operational communications concerning your Account or the Use of Lensa (e.g., technical and security notices, updates to the Privacy Policy and Terms), and updates concerning new and existing features (e.g., changes/updates to features of Lensa and their scope, prices of in-app subscriptions).

You may opt-out of receiving promotional emails from us at any time through any of the following methods:

- by following the opt-out links in any promotional email sent to you; or
- through Lensa settings on your mobile device; or
- by contacting us at any time at [contact@lensa-ai.com](mailto:contact@lensa-ai.com) or using other contact details in “How to Contact Us” Section of these Terms.

You may opt-out of push notifications by changing the settings on your mobile device.

## 19. TERMINATION

We reserve the right, without notice and in our sole discretion, to terminate your right to Use Lensa. We are not responsible for any loss or harm related to your inability to Use Lensa. Upon any termination, discontinuation or cancellation of Lensa, all provisions of these Terms, which by their nature should survive, will survive, including without limitation, ownership provisions, warranty disclaimers, limitations of liability and dispute resolution provisions.

## 20. EXPORT AND ECONOMIC SANCTIONS CONTROL

The application and artificial intelligence may be subject to export and re-export control laws and regulations, including the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department’s Office of Foreign Assets Control (“OFAC”), and the International Traffic in Arms Regulations (“ITAR”) maintained by the Department of State. You represent and warrant that you are (1) not located in any country or region that is subject to a U.S. government embargo, and (2) are not a denied party as specified in the regulations listed above.

You agree to comply with all U.S. and foreign export laws and regulations to ensure that neither the application nor any technical data related thereto nor any direct product or products derived from or based on such technology received from Lensa under these Terms of Use thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

## 21. ADDITIONAL TERMS APPLICABLE TO IOS DEVICES

The following terms apply if you Use Lensa on any device that contains the iOS mobile operating system (“**App**”) developed by Apple Inc. (“**Apple**”).

- **Acknowledgement.** You acknowledge that these Terms are concluded solely between you, and not with Apple, and us, not Apple. We are solely responsible for the App and the content thereof. You further acknowledge that the usage rules for the App are subject to any additional restrictions set forth in the usage rules for the Apple App Store terms of service as of the date you download the App, and in the event of any conflict, the usage rules in the Apple App Store shall govern if they are more restrictive. You acknowledge and agree that you have had the opportunity to review the Apple usage rules.
- **Scope of License.** The license granted to you is limited to a non-transferable license to use the App on any iPhone, iPod touch or iPad that you own or control as permitted by the Apple usage rules set forth in the Apple App Store terms of service.
- **Maintenance and Support.** You and us acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

- **Warranty.** You acknowledge that Apple is not responsible for any product warranties, whether express or implied by law, with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, paid to Apple for the App by you; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. You and the Company acknowledge that to the extent that there are any applicable warranties, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any such applicable warranty would be the sole responsibility of the Company. However, you understand and agree that in accordance with these Terms, the Company has disclaimed all warranties of any kind with respect to the App, and therefore, there are no warranties applicable to the App.
- **Product Claims.** You and the Company acknowledge that as between Apple and the Company, the Company, not Apple, is responsible for addressing any claims relating to the App or your possession and/or use of the App, including, but not limited to (i) product liability claims, (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation.
- **Intellectual Property Rights.** You and the Company acknowledge that, in the event of any third party claim that the App or your possession and use of the App infringe third party's intellectual property rights, the Company, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required under these Terms.
- **Legal Compliance.** You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted persons.
- **Developer Name and Address.** Any questions, complaints or claims with respect to the App should be directed to:

**Prisma Labs, Inc.**

Suite D2028

440 N Wolfe Rd

Sunnyvale, CA 94085

[contact@lensa-ai.com](mailto:contact@lensa-ai.com)

- **Third-Party Terms of Agreement.** You agree to comply with any applicable third-party terms when using the App.
- **Third-Party Beneficiary.** You and the Company acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof).

## 22. HOW TO CONTACT US

If you have any questions, complaints or claims with respect to these Terms or Lensa, please contact us via email at [contact@lensa-ai.com](mailto:contact@lensa-ai.com) or our mailing address:

**Prisma Labs, Inc.**

Suite D2028



440 N Wolfe Rd

Sunnyvale, CA 94085

## 23. MISCELLANEOUS

These Terms constitute the entire agreement between you and us relating to Lensa and your Use of Lensa, and these Terms supersede and replace any and all prior oral or written understandings or agreements between the Company and you relating to Lensa and your Use of Lensa. The language of these Terms is the English language only. You hereby irrevocably waive any law applicable to you requiring that these Terms shall be localized to meet your language (as well as any other localization requirements), or requiring a delivery or retention of non-electronic records. The failure of us to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The waiver of such right or provision will be effective only if in writing and signed by a duly authorized representative of the Company. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If any provision of these Terms is held invalid and unenforceable (either by an arbitrator appointed pursuant to the terms of the Dispute Resolution; Binding Arbitration Section above or by court of competent jurisdiction), that provision will be enforceable to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. The Section titles in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided herein, these Terms are intended solely for the benefit of you and the Company and are not intended to confer third party beneficiary rights upon any other person or entity. You may not assign or transfer your rights under these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer your rights under these Terms, without such consent, will be null and of no effect. We may freely assign or transfer our rights and obligations under these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.